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Collective Bargaining Agreements

6-1-1942

Retail Clerks International Protective Association, Local 1333, AFL

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Retail Clerks International Protective Association, Local 1333, AFL

Location

Centralia, WA Chehalis, WA

Effective Date

6-1-1942

Expiration Date

6-1-1942

Union

Retail Clerks International Protective Association

Union Local

1333

NAICS

44

Sector

Private

Item ID

6178-009b131f047_07

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

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R 14-42-166
CONFIDENTIAL

WAGE AND WORKING AGREEMENT

a71 Retail Clerks # 1333
(AFL) Centralia, Wash.
6-1-42

This agreement, made and entered into this _____ day of _____ 19____, by and between the Retail Stores, Textile, of Centralia and Chehalis, Washington, for and on behalf of those firms only, which by their written approval endorsed hereon, adopt this agreement and promise to be bound thereby, hereinafter called the Employer, and the Retail Clerks International Protective Association, Local No. 1333 of Centralia and Chehalis, Washington, hereinafter called the Union.

WITNESSETH, in consideration of the mutual covenants herein contained, the Employer and the Union hereby agree as follows:

SECTION I. The Employer agrees that its employees coming under the Classifications set forth in this agreement, who work 40% of the time, shall make application for membership in the Union within thirty (30) days, and shall become members within sixty (60) days.

(a) The Employer shall request all new, or extra sales people not members of the Union at time of employment to make application for temporary working permit, good for thirty (30) days, provided they are employed more than one (1) day per month.

(b) In the event the Union shall reject any applicant, it shall be deemed that the employer has discharged its obligations relative to such Union membership, (provided, however, this shall not be so construed as to require the Union to accept known professional troublemakers, or persons known for anti-Union activities, those belonging to dual or conflicting organizations or aliens who have not signified their intentions to become citizens.

SECTION II. All persons employed by the Employer who are actively engaged in selling 51% of the time, shall be members of the Retail Clerks Union Local No. 1333 and all other employees as designated by, and spending 51% of time in the ensuing classifications shall be members of Retail Clerks Union Local No. 1333. Window trimmers and assistants; mail order department employees; outside salesmen; marking room employees, and all others employees not coming under jurisdiction of any other Union. (Exceptions; private secretaries, credit manager, part time janitor, head cashier, and beauty parlor operator.)

(a) Managers and assistant Managers will be exempt from membership in stores where five (5) or more employees are employed.

(b) The Employer is the sole judge of the competency of the employee.

SECTION III. No male employee shall be discharged and replaced by a female employee unless the female employee shall receive the minimum wage for the men so classified. This shall not apply when a male employee leaves the company of his own accord or is dismissed for good and sufficient reason.

SECTION IV. No employee in service three (3) months prior to a holiday, sixty (60) per cent of each week, shall suffer any reduction of pay or be required to make any time for holiday, provided such employee is on duty the working day preceding and the working day following the holiday.

The following holidays are to be observed: New Years Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day, Christmas Day, and all other holidays locally observed by the stores party to this agreement. When a holiday falls on Sunday the following Monday shall be observed.

New Years Day, or two Sundays, may be worked and paid for at straight time; (for inventory purposes only) in addition to the regular holiday pay.

SECTION VI. Any employee called to work shall be guaranteed four (4) hours pay.

SECTION VI. It is agreed that forty-eight (48) hours shall constitute a week's work for male employees. Daily hours shall be consecutive with the exception of one hour for meals. It is understood and agreed that clerks will take care of customers in the store at the time of closing.

(a) Normal hours of employment shall be from eight (8) a.m. to six (6) p. m. The determination of hours to be worked in any one day or days to be worked within the limits of this agreement is solely the responsibility of the employer. With the exception of Window trimmers, all time after six (6) P. M. shall be paid for at time and one-half. All time over eight (8) hours in any one day and forty-eight (48) hours in any one week for male employees

shall be paid for at time and one-half, with the exceptions of Christmas and Inventory, or any other peak period, not to exceed six (6) weeks in any one year.

(b) Female sales people shall work forty-four (44) hours per week, to be worked in six (6) days, all time over forty-four (44) hours to be paid for at time and one-half.

SECTIONVII. No employee included within the terms of this contract shall receive a reduction in basic hourly or basic weekly wage rate except when a change of rate is brought about by transfer or change in classification or hours.

(a) W A G E S		
M E N	M I N I M U M S C A L E	W O M E N
\$16.00 per week	First eight month's experience per week	\$14.50
18.50 per week	Second eight months' experience per week	15.50
22.00 per week	Third eight months' experience per week	16.50
24.50 per week	Two years or more experience per week.	18.00

L I M I T E D P R I C E S T O R E S	W O M E N
First eight month's experience, per week	\$14.50
Second eight months' experience, per week	15.50
Third eight months' experience, per week	16.50
Two years or more experience, per week	17.75

M E N F U R N I T U R E S T O R E S

\$18.00 per week, First eight months' experience.
22.50 per week, Second eight months' experience.
25.00 per week, Third eight months' experience.
27.50 per week, Two years or more experience.

C O M M I S S I O N S A L E S M E N

There shall be a minimum drawing account of \$25.00 per week for the experienced man to be charged against commission based on a monthly or weekly basis. Floor days to be agreed upon. There shall be a minimum commission of 5%. There shall be no deductions from the employee's commission for the merchandise repossessed or returned after ninety (90) days from date of delivery.

Any employee using his automobile for company service shall be compensated at the rate of five cents (5¢) per mile for all miles so used, except sewing machine and vacuum salesmen, as agreed upon.

SECTION VIII. Experience shall be based upon the total experience accumulated in retail stores, or departments of the same classification.

(a) Not more than one (1) apprentice or beginner clerk shall be employed in addition to each three (3) journeymen or a major fraction thereof. No journeyman shall be replaced by an apprentice.

(b) Any apprentice transferred from one department to another shall continue to receive his semi-annual or annual wage increase until he receives journeyman's wages.

(c) Any employee being paid above the scale provided in this agreement at the time this agreement is made, shall continue as to pay, (conditions such as sick leaves and additional vacation, or as agreed upon during the life of this agreement.)

SECTION IX. No employee shall be discriminated against for upholding Union principles and any employee working under the instructions of the Union or on a committee shall not lose his position or be discriminated against for that reason, provided there shall be no interference with required duties. Any compulsory store meetings shall be held on company time.

(a) Copies of company rules and regulations will be made available by the store management to all employees or their representatives.

SECTION X. If any employee has a complaint or grievance arising under the terms of this agreement, claim shall be taken up with the Business Representative of the Union and if any Employer has a complaint or grievance arising under the terms of this agreement it shall be taken up with the employer's representative. If these two representatives cannot effect a satisfactory settlement within ten (10) days then the matter shall be referred to a joint committee of the representatives of the Employers and the Representatives of the Union. If this joint committee cannot agree within five (5) days they may call a mutually satisfactory disinterested party to assist them in arriving at a conclusion. There shall be no cessation of work or lockout during the considerations outlined above.

In the event an agreement is not reached within five (5) days by the Board of Arbitration as above provided, the Senior Judge of the United States District Court for the Western Division of the

of the Western District of Washington, shall be requested to appoint a person to act as an impartial arbitrator and the decision of such impartial arbitrator shall be final.

SECTION XI. The stores signatory to this agreement make the declaration that they will give one week's vacation with pay to all regular employees who have been working sixty per cent (60%) of the time and have been with the stores for a period of one year or more, time of such vacation to be determined by agreement between Employer and Employee.

THIS AGREEMENT, shall be in full force and effect until the first day of June, 1942, and each year thereafter, unless either party shall serve written notice at least sixty (60) days prior to the expiration date or anniversary thereof, of desire to change or terminate the Agreement.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:
